1942

File No T.D. Kan. (Bhatkal) /42

Examined

K

Legal Dept.

'E' Branch.

Subject :— Building grant on account of the non-Local Authority Municipal Kannad school at Bhatkal District Kanara — Trust Deed For.

T. D. Kan. (Bhatkal) /42

431 E

(K)

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No. S-42(d)-271-D.
Poona, 29 June, 1942.

From

The Director of Public Instruction,
Poona.

To

The Solicitor to Government,
Legal Department, Secretariat,
Bombay.

Subject:- Repayment of the building grant on account of the non-Local Authority Municipal Kannada school at Bhatkal District Kanara.

Sir,

With reference to your No. 6985 of 2nd August, 1940, on the subject mentioned above, I have the honour to forward herewith, for record, a copy of the Trust Deed and of the site plan on account of the school referred to above.

Your obedient servant,

for Director of Public Instruction.

RSD 25/6

SOLICITOR TO GOVERNMENT
LEGAL DEPTT.
30 JUN 1942
BOMBAY

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
Rly No. 1186
Sub No.
Branch 30/6/42
BOMBAY

Submitted for information

File re Mr T.D. Kamara

42

30/6.

Sol. CE

1/7

ಶೀ ಜುಂಬಾರ 10-3
ಸಿನಾಗರ ಖಾಕ್ಷಿ ಮಾಡಿಕೊಟ್ಟ
ತಾಳಿಖಾನ 11 ಮೊತ್ತ 120
ನಕಲಿಗೆ ಕ್ಷಕಿರು ಬರಬೇಕಿತ್ತೆ
ಕಾಚೆಲಿದಿರುವುದು ತಂದು
ಕೊಟ್ಟಿದ್ದಾರೆ
ಶ್ರೀ. ಟಿ.ಕೆ.ಡಿ.ಎ
ಶ್ರೀ. ಸುಬ್ಬಣ್ಣಯ್ಯ.

ಕಛೇರಿ ಕೆಲಸದವರಿಗೆ
ಸಿಬ್ಬಂದಿಯವರಿಗೆ 7-0-0
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ಮುದ್ರಾಂಕ ಪತ್ರಕ್ಕೆ " 2-8-0
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13-0-0

ಶ್ರೀ. ಸುಬ್ಬಣ್ಣಯ್ಯ

THIS INDENTURE made the Fifth
day of January One thousand nine hundred &
forty-five
between the District Local Board of Kanara established under the Bombay Local Boards Act, 1923, (hereinafter referred to as "the Local Board") of the one part and the Governor of Bombay (hereinafter referred to as "the Government") of the other part. Whereas the Municipality of Bhatkal constituted under the Bombay District Municipal Act, 1901 (hereinafter referred to as "The Municipality") applied to the Government for a Building Site for a school at Bhatkal to be known as the Municipal ~~Kenarese~~ Kannada School at Bhatkal and for a Building Grant-in-aid of such school and satisfied the Director of Public Instruction, Province of Bombay, that the building was intended for and would be devoted to educational purposes and in part to secular education, that the plans, estimates and specifications were satisfactory, that the title of the

Municipality to the piece of land described in the schedule hereto was good and in order and that the building has been constructed; AND WHEREAS by the rules now in force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools it is Provided (inter alia) that no portion of a building grant shall be paid to the managers of a school unless and until they execute or agree to execute a trust deed as in the said rules provided; AND WHEREAS the Government had agreed to allot the piece of parcel of land valued at Rupees (5/-) Five only described in the Schedule hereto to the Municipality to hold the same for the purposes of the said school in the manner hereinafter appearing and had sanctioned a building grant of Rupees One Thousand and Thirty only (Rs.1,030/-) only which sum was paid to the Municipality on 14th day of December, 1921 (and the payment of which the Local Board on behalf of the Municipality hereby acknowledges) in consideration of the Municipality executing to the Government such conveyance or assurance as is hereinafter contained, which the Municipality agreed to do.

And Whereas the Municipality not being a Local Authority under the Bombay Primary Education Act, 1923, has, in pursuance of Government Notification in the Educational Department No.2276/558-F, dated the 5th day of February, 1926, issued under section 6(1) of the said Act, transferred to the Local Board all its Primary Schools with their lands, buildings, records and

equipment, including the said piece of land which vested in the Municipality; AND WHEREAS the Local Board is now possessed of and absolutely entitled in perpetuity free from incumbrances to the said piece of land described in the schedule hereto and intended to be hereby assured;

And Whereas the Local Board as successor of the said Municipality failed to execute in favour of the Government of Bombay a trust deed required to be executed under the Rules in force in the Province of Bombay for regulating the application of grants made by the Government in aid of schools, the Government in its resolution in the Educational Department, No.S.60(17), dated the 22nd October 1934 directed the Director of Public Instruction, Province of Bombay, to deduct the said building grant of Rs.1,030/- paid to the Municipality from the instalment of the Government grant payable to the Local Board in April 1935 if the Trust Deed is not executed by the Local Board by 1st March 1935. And Whereas the Local Board failed again to execute the trust deed by the 5th March 1935, the amount of Rs.1,030/- was deducted from the 2nd instalment of the provisional grant for primary education which was paid to the Local Board on the 16th October 1935.

And Whereas the Local Board has agreed to execute the trust deed in consideration of the repayment by the Government of the building grant to the local board. And the Government has agreed to repay the said grant of Rs.1,030/- on the Local Board executing in favour of Government such convey-

ance or assurance as in hereinafter contained.

And Whereas the Commissioner, Southern Division, has sanctioned the transfer hereby made and such sanction is recorded in his memorandum No.L.F.Ka. dated the 10th December 1938.

Now this Indenture witnesseth that in consideration of the premises and of the sum of Rupees one thousand and thirty (Rs.1,030/-) only agreed to be repaid as aforesaid by the Government to the Local Board, the Local Board doth hereby grant, convey and assign unto the Government ALL THAT piece or parcel of land described in the schedule hereto TOGETHER with all and singular the building and erections now being or which may hereafter be thereon expressly including the said building erected as aforesaid and all rights, easements and appurtenances whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and also all fittings and fixtures being in and belonging to or used or to be used for the said school and all the estate, right, title, interest, claim and demand of the Local Board in and upon the said premises TO HOLD the paid piece of land, chattels and effects and all other premises expressed to be hereby assured unto and to the use of the Government according to the nature and tenure thereof respectively; AND the Local Board doth hereby for itself and its successors covenant that it has power to grant all the said premises to the Government in the manner aforesaid free from in-

cumbrances and that the Local Board and every person claiming through or in trust for the Local Board will at all times at the cost of the Local Board execute and do all such assurances and things for the further or better assuring the said premises to the Government as aforesaid as shall be reasonably required; And it is hereby declared and agreed that the Government shall hold the said premises upon the trusts and to and for the intents and purposes following, that is to say, UPON TRUST to permit the Local Board to enter upon the said premises for the purposes and on the conditions following, namely that the Local Board and its successors shall:-

(1) maintain and keep at all times in good and substantial repair and condition all the buildings now being or which may hereafter be on the said piece of land to the end that the same may be always efficient for use for the purposes of a school;

(2) pay all rates, charges, assessments and expenses leviable or chargeable in respect of the premises and buildings;

(3) use all the premises and buildings as and for the purposes of a public school to be devoted wholly to education and in part to secular education;

(4) manage and conduct the said school in all respects in accordance with the rules and regulations for the time being in force of the Educational Department of the Government of Bombay;

(5) keep the said school at all times open to the inspection of the Inspecting Officers of the Educational Department of

the Government of Bombay; and

(6) keep at all times the building or buildings already erected or which may hereafter be erected on the said premises in respect of which a building grant has been agreed to be given on the execution of this indenture (except the building or buildings in respect of which the Executive Engineer of Kanara Division has issued a certificate that in his opinion the risk of fire is not sufficiently great as to render insurance desirable and so long as such certificates has not been cancelled by the Executive Engineer in writing) insured in the joint names of the Local Board and the Government against loss or damage by fire in a sum equal to the cost of such building or buildings including flooring but exclusive of foundation and plinth at the least in some respectable insurance office to be approved by the Government or its Agent for the time being and regularly pay the premiums which shall become payable in respect of such insurance and whenever thereunto required so to do, produce to him the policy or policies of such insurance and the receipt for the premiums paid thereon in respect of the current year, and shall, unless the Local Board has forfeited its right or claim to such policy or policies of insurance as hereinafter provided, apply all moneys which may be received by virtue of any such policy or policies in rebuilding or reinstating the premises destroyed or damaged.

PROVIDED ALWAYS and it is hereby declared and agreed that in the event of de-

fault being made by the Local Board in the performance of any of the conditions, hereinbefore mentioned the Building Grant or so much of the same as shall not then have been made shall lapse and the aggregate amount of the said Building Grant and all future Building Grants from time to time advanced by the Government for the school shall be repayable to the Government, AND for the purposes of recovering any moneys so due to the Government it shall be lawful for the Government to enter upon and take possession of the said premises and all buildings, fixtures and fittings thereon and to sell and absolutely dispose of the same free from incumbrances and discharged from the trusts hereof in such manner as the Government in its absolute discretion shall see fit and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards recouping or reimbursing to the Government the moneys which may as aforesaid have become repayable or due to the Government and pay the surplus, if any, to the Local Board or to such body or person whom the Government may consider lawfully entitled thereto and in any such event the Local Board shall forfeit to the Government all its right or claim to, over or in respect of such policy or policies of insurance relating to the said buildings and the amount of premiums paid by it in respect of such insurance and the same shall then become absolutely the property of the Government. IN WITNESS WHEREOF G. R. Dev, Esquire, President of the Local

Board and Mr. N. V. Naik and Khan Sahib M. H. Kashimji, two other members of the Local Board have hereunto set their hands and the common seal of the Local Board hath been hereunto affixed and Soral Nanabhoy Jhoon..., Esquire, I.E.S Director of Public Instruction, Province of Bombay, hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay, the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Description and boundaries of property:-

The piece or parcel of land measures in superficial area 4086 square feet, be the same a little more or less, situated in the town of Bhatkal, i.e., in the Village of Susgadi No.12-B, in the Petha Bhatkal in the district of Kanara and in the Registration sub-District of Bhatkal in the said district and measures from North to South 28 plus 10 plus 26 feet on the eastern side and 72 feet on the western side and from East to West 74 feet on the northern side and 16, 11 and 40 feet on the southern side, be the same a little more or less, and is bounded as follows:-

on the North by the Municipal road from Sherabi to Madgar temple

on the South by S.Nos.12-A1 and 15 of Susgadi village

on the East by S.Nos.12-A2 and 12-A1 of Susgadi village and

on the West by S.No.12-C of Susgadi village

and is for greater clearness delineated on the plan hereto annexed and signed by

D19

the executing parties aforesaid.

Signed by G. R. Dev, Esquire, President, and Mr. N. V. Naik, and Khan Sahib M. H. Kashimji, two members of the Local Board of Kanara and sealed with the common seal of the Local Board of Kanara in the presence of

sd/- G. R. Dev. President.

sd/- N. V. Naik

sd/- M. H. Kashimji Members.

Common Seal.

1. N. P. Pai, Chief Officer, D.L.B., Kanara,

sd/- N. P. Pai.

2. N. M. Desai, Accountant, D.L.B., Kanara.

sd/- N. M. Desai.

Signed, sealed and delivered by Sorab Nanabhoy Moos Esquire, I.E.S. Director of Public Instruction, Province of Bombay in the presence of

sd/- S. Moos Director of Public Instruction.

1. sd/- Accounts Superintendent Director of Public Instruction's Office.

2. sd/- Junior Superintendent Director of Public Instruction's Office.

Official Seal.

Annexture - Plan.

ಬೆಂ.ಜಿ.ಆಗ.ಜೀವ. ಡಿ.ಎಲ್.ಬಿ.

ಬಿ.ಸಿ.ರೋಡ್. ಬಾಳ್ಳಿಗೂ ಇಲ್ಲಿಂದ
ಬಾಗ 50 ಕಿಲೋಮೀಟರ್ ಡಿ.ಟೀ.ಜೆ
ಬಿ.ಸಿ.ಡಿ ರಸ್ತಾಗಿ.
ಬದ್ಲಿ ಪಾಳ್ಯಮಾಡಿ ಕೆಲಸಮಾಡುವವರು
ಇದ್ದಾರೆ ಬದ್ಲಿ ಪಾಳ್ಯಮಾಡಿ ಕೆಲಸಕ್ಕಿಳ್ಳಿಸ್ಕೊಳ್ಳಿ
ವಿವರ ತಿಳಿಸಿ.

ಇಂತಿ ಎಲ್ಲರೂ ಪ್ರಯತ್ನಪಟ್ಟಿರುವ
ಸಿಸಿಕಿಲ್ಲ್ಯಾಕ್. ಉಡುಪಿ

Sd/- H R Rao.

ತಾ 13-3-42

Sd. Subrahmanyam.

ಬೇಲೂರು ಎಸ್ಟೇಟ್ ಮುದ್ರೆ ಎದುರಿಸ್ಟೇಟ್
ಮೂರು ಕಿಲೋ ಗಣಿಯಿಂದ
ಬಿಳಿಕಲ್ಲು ಸ್ಟೋನ್ ಕ್ರಷ್ ಮಾಡಿ
ಸ್ಟೋನ್ ಚಿಪ್ಸ್ ಮಾಡುತ್ತಾರೆ.
ಬದ್ಲಿ ಪಾಳ್ಯ ಮಾಡಿ ಕೆಲಸ ಮಾಡುವ
ಎಷ್ಟು ಜನ ಬದ್ಲಿ ಪಾಳ್ಯ ಮಾಡಿ
ಕೆಲಸಕ್ಕಿಳ್ಳಿಸ್ಕೊಳ್ಳಿ ವಿವರ
ತಿಳಿಸಿ. ಇಲ್ಲಿಗೆ ಹತ್ತಿರದ ಎಕ್ಕೆಸಲಾ
ಸಿಸಿ ಸೀವಿಸಿಕಾಗದ್ದಿಲ್ಲ. ಬಾಳ್ಳಿಗೂ
ಹೋಗುವ ಬಸ್ಸಿಗೆ, ಬೇಲೂರು ಇಂದ
ಪುಷ್ಪಗಿರಿಗೆ ಬದ್ಲಿ ಪಾಳ್ಯ ಕೆಲಸಕ್ಕಿಳ್ಳಿಸ್ಕೊಳ್ಳಿದ್ದಾರೆ
ತಿಳಿಸಿ ಕಳುಹಿಸಿ. ಉಡುಪಿ

ತಾ 23-4-42

Sd. Subrahmanyam

Compared with the original.

19.5.1942 Sd/- Krishna Kamara

ಬಿ. ನಾಗಪ್ಪ ಪಾಳ್ಯಗಾರ
ನಾಗೇನಹಳ್ಳಿ ಪೋಸ್ಟ್
ಸಗಟಿಕಾರ್ಗಲ್ಲ್ ಪ್ಲಟ್ಟರ್
ಕಿವಿಬ್ಯಾಕ್ ಕಲಿಕ್ಕಳು ಚಿಟ್ಟಿಗೆ
ಬಿಳಿಕಲ್ಲು ಕಣ್ಣಾಕಿ ರಸಕ್ಕೆಪವಳು
ಮಾಡಿಕೊಡುವುದು ಈ
ಬದ್ಲಿ ಪಾಳ್ಯಮಾಡಿಕೆಲಸಕ್ಕಿ
ಳ್ಳಿಸ್ಕೊಳ್ಳಿ ವಿವರ ತಿಳಿಸಿ. ಉಡುಪಿ

ಇಂತಿ ಎಲ್ಲರೂ ಪ್ರಯತ್ನಪಟ್ಟಿರುವ
ಸಿಸಿಕಿಲ್ಲ್ಯಾಕ್. ಉಡುಪಿ

Sd/- M V Naidu.

ತಾ 8-3-42

Sd. Subrahmanyam.

ಬೆಂಗಳೂರಿನ ಸಿಲ್ಕ್ ಫ್ಯಾಕ್ಟರಿಯಲ್ಲಿನ
ಪಾಳ್ಯಗಾರರು ಬಳಸುವ ಡಿ.ಟಿ.ಎಲ್.ಬಿ
ಬ್ಲೇಡುಗಳು.
ಬದ್ಲಿ ಪಾಳ್ಯಮಾಡಿ ಕೆಲಸ
ಮಾಡುವ ಕಡೆಯಲ್ಲಿ ಪಾಳ್ಯ
ಮಾಡಿಕೊಡಿಸಿ ಕೆಲಸಕ್ಕೆ ಇಟ್ಟು
ತಿಳಿಸಿ. ಇವರ ಅಡ್ರೆಸ್ಸು
ನಿಳಿಗಾಜಿನಿಂದ ಸಿಸಿಕಿಲ್ಲ್ಯಾಕ್. ಉಡುಪಿ

Sd/- Muhiuddin Sahib Hasan
Kadirinji.

ತಾ 4-4-42

Sd. Subrahmanyam.

ಈ ಬದ್ಲಿ ಪಾಳ್ಯಗಾರರು
ಕೆಲಸಕ್ಕೆ ಬಂದಿರುವುದಿಲ್ಲ.
ಕೆಲಸಕ್ಕೆ ಬರದಿದ್ದಕ್ಕೆ ಸಂಬಳದಲ್ಲಿ 3 ಆಣೆ
ಕಡಿಮೆ 169 ಸೀಟಿಗೆ 177 ಸೀಟಿಗೆ
ಕಳೆದ ವಾರ 157 ಸೀಟಿಗೆ ಸಂಬಳ
ಕೊಡಲಾಗಿದೆ.

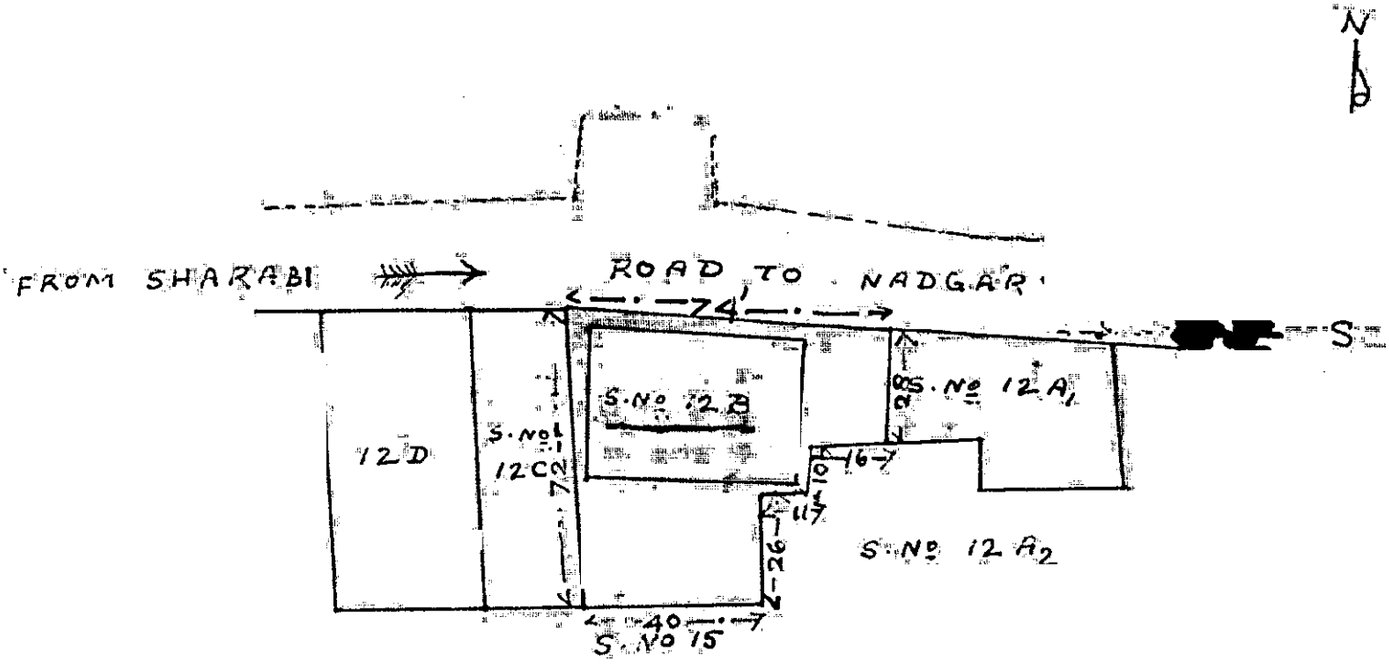
ತಾ 8-4-42

Sd. Subrahmanyam.

Read by me
Subrahmanyam of Mullial.

# SITE PLAN FOR THE KANARESE BOYS SCHOOL BHATKAL

## IN S.No 12 B OF SUSGAD VILLAGE




SPACE BOUNDED BY RED COLOUR REPRESENTS THE SITE

OF S.No 12 B. AREA = G 3 - A 12 OR 4086 Sq FEET.

(sd) A.R. IYENGAR.
OVERSEER. D.L.B. KANARA

(sd) G.R. DEV
PRESIDENT D.L.B. KANARA.

(sd) M.H. KASIMJI
MEMBER D.L.B. K.N.A.

(sd) N.V. NAIK
MEMBER. D.L.B. K.N.A.

"TRUE COPY"

(sd) V.N. PANDIT RAO
ENGINEER. D.L.B. K.N.A.

(sd) S M
D.P.I. BOMBAY.

COPIED. 17.5.42.
D.O. HONAVAR

[redacted]

d/- (illegible)
Sub Registrar
Bhadrak

Compared with
original. [redacted]

20/6/1962 [redacted]
D Sub Registrar